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WYCHE, BURGESS, FEINER & PARHAM
BOX 10207, GREENVILLE, S. C.

MAR 1 12 27 PM 1966

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ASSIGNMENT OF LEASE AND AGREEMENT, dated March 1, 1966, by and between D.I.Y. PROPERTIES, INC., a Georgia corporation, having its principal office at P. O. Box 1417, Atlanta, Georgia 30301 (the "Assignor"), TRUST COMPANY OF GEORGIA, a Georgia banking corporation (the "Corporate Trustee") having its principal office at Edgewood at Pryor, Atlanta 3, Georgia and R. F. TIBBS (the "Co-Trustee") residing at 1825 Monterey Avenue, Orlando, Florida, as trustees under an Indenture of Mortgage and Deed of Trust of the Assignor dated as of July 1, 1965, as supplemented and amended by a First Supplemental Indenture dated March 1, 1966 (such Indenture of Mortgage and Deed of Trust as so supplemented and amended by such First Supplemental Indenture being herein called the "Indenture"), such two trustees being sometimes herein referred to in the singular number as the "Trustee" and ATLANTIC COMPANY, a Georgia corporation, having its principal office at P. O. Box 1417, Atlanta, Georgia 30301 (the "Lessee").

WHEREAS, at or about the time of delivery hereof, the Assignor is acquiring certain property (the "Premises") the cost of which is being financed by the issue of its 5½% Secured Notes due March 1, 1966 (herein, together with all other notes which may at any time be secured by the Indenture, called the "Notes"), all of which Notes are to be secured by the lien of the Indenture upon the Premises and by the assignment to the Trustee hereinafter set forth of certain rights of the Assignor under the Lease hereinafter referred to.

Now, THEREFORE, in order to induce the purchasers of the Notes to make such loan to the Assignor and the Trustee to accept the trusts of the Indenture, the Assignor and the Lessee agree and covenant with the Trustee and with the holders of the Notes as follows:

§ 1. The Assignor, in consideration of the sum of One Dollar (\$1) and other good and valuable consideration, the receipt whereof is hereby acknowledged, in compliance with the covenants of the Indenture and as security for the payment of the principal of (and premium, if any) and interest on the Notes, and on all other sums payable under the Indenture and the performance and observance of the provisions thereof, has assigned, transferred, conveyed and set over, and by these presents does assign, transfer, convey and set over to the Trustee all of the Assignor's estate, right, title and interest as lessor in, to and

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